

Memorandum of Understanding between  
the Neighborhood Commission and 'Ōlelo Community Television for  
Pilot Internet Archiving Services

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is effective as of January 10, 2008, by and between 'Ōlelo Community Television ("'Ōlelo") and the Neighborhood Commission of the City and County of Honolulu (the "Commission") to establish a pilot program to demonstrate the value of archiving Internet streams of meetings of Neighborhood Boards.

WHEREAS, 'Ōlelo is mandated the responsibility of managing Oahu's public, educational and governmental ("PEG") access resources, including channels and production facilities, provided in franchise orders established by the State of Hawaii, Department of Commerce and Consumer Affairs (DCCA);

WHEREAS, 'Ōlelo provides PEG access services pursuant to a written agreement between 'Ōlelo and DCCA entered into December 24, 1998 and currently in effect pursuant to a series of supplemental agreements (the "DCCA Contract");

WHEREAS, through the Commission's efforts, tape-delayed programming of Neighborhood Board meetings has been cablecast with 'Ōlelo's assistance, pursuant to 'Ōlelo's responsibilities within the scope of the DCCA Contract;

WHEREAS, 'Ōlelo and the Commission desire to implement a pilot program to make Neighborhood Board meetings available to the public through the Internet, as a means of exploring ways to enhance and facilitate the public's participation in the governmental process; and

WHEREAS, the Executive Secretary of the Commission approves the undertaking of the obligations contemplated herein and has the power, right and actual authority to bind the Commission to the terms and conditions hereof;

NOW, THEREFORE, the parties hereto mutually agree as follows:

**1. Scope of 'Ōlelo's Services.**

'Ōlelo will provide services as part of a pilot program (the "Pilot Program") in connection with archiving Internet streams of selected meetings of various Neighborhood Boards that are cablecast on 'Ōlelo's channels. 'Ōlelo's services to the Commission in connection with this program will be provided pursuant to an agreement between 'Ōlelo and Granicus, Inc. ("Granicus"), and are subject to the continued ability of Granicus to provide the technology for the Pilot Program services.

- o Meetings to be covered: The Commission will select meetings of Neighborhood Boards that are cablecast on 'Ōlelo's channels that will be archived and made available for public retrieval by 'Ōlelo. Meetings are to be archived in their entirety as cablecast. There is no limit on the number or length of meetings to be archived. All archived meetings will be made available to the public as soon as they are posted.

- Creating Events and Archiving Meetings: 'Ōlelo will provide the technology and programs to create events (preparing and archiving meetings) and archive those meetings in connection with a taped cablecast of such meetings. However, 'Ōlelo will not perform any indexing of the meetings.
- Period of Storage: Archived meetings will be stored for the entire period of the Pilot Program for retrieval over the Internet. That period will end on July 10, 2008 unless this MOU is terminated earlier as provided in Section 4 below. All stored content shall be removed and no longer be retrievable at the expiration or termination of the Pilot Program, unless the parties enter into a subsequent agreement to extend the archiving services.
- Internet links: Access to archived content will be available via links on the Commission's website, 'Ōlelo's website and Granicus's website. The webpage for the archived video will have the look and feel of other pages on the Commission's website. Should there be a need to change the look and feel of the Commission's webpage for the archived video, 'Ōlelo's Director of Technology or IT Manager must be informed as soon as possible. If requested, 'Ōlelo will coordinate with Granicus to make one major change to the look and feel of the webpage during the Pilot Program.
- Services not included: Audio and video podcasting is not included in the services provided pursuant to this MOU.
- Liaison with Granicus: 'Ōlelo's Director of Technology and IT Manager will serve as coordinators between the Commission and Granicus. The Commission should direct any questions or concerns about the Pilot Program to 'Ōlelo.

## 2. The Commission's Responsibilities.

The Commission is responsible for the following in connection with the Pilot Program:

- The Executive Secretary of the Commission or her designee will be responsible to designate the meetings to be archived as part of the Pilot Program.
- The selected Neighborhood Boards will provide to 'Ōlelo a tape of each meeting to be cablecast and archived.
- The Commission will promote the availability of this service and acknowledge 'Ōlelo's support of the archiving project on its website, in newsletters that it publishes and in other appropriate media that it manages. The website acknowledgement will be in HTML format saying, "These archived programs are provided with the support of 'Ōlelo Community Television."

## 3. Indemnification of the Commission.

'Ōlelo shall indemnify and hold harmless the Commission and its designated agents, employees, and subcontractors from and against any and all actions, claims, suits, damages, or costs, including reasonable attorney's fees, arising out of or resulting from the acts or omissions of 'Ōlelo, its officers, employees, agents, or subcontractors occurring in connection with the performance of 'Ōlelo's obligations under this MOU, or arising out of or resulting from the

breach of 'Ōlelo's obligations under its contract with Granicus related to the services provided in connection with the Pilot Program.

#### 4. Term of MOU.

The Pilot Program shall be provided during the term of this MOU, which shall be six months from its effective date. However, either 'Ōlelo or the Commission may terminate the MOU, with or without cause, by giving two weeks (14 calendar days) written notice to the other.

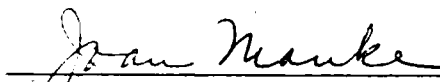
Notwithstanding any other provision of this MOU, in the event that the DCCA Contract is terminated by DCCA before the end of the MOU's term, the MOU shall be automatically terminated as of the date on which the DCCA Contract terminates.

#### 5. Modification of MOU; Sole Agreement; Governing Law.

Any modification, alteration, or change to this MOU shall be made only in written form signed by the parties. There are no promises, terms, conditions, or obligations with respect to the Pilot Program other than those contained in this MOU, and this MOU supersedes all communications, either verbal or written, between the parties related to the Pilot Program. This MOU shall be governed by and construed in accordance with the laws of the State of Hawaii.

We agree to the above terms and conditions.

Neighborhood Commission of the City and  
County of Honolulu

  
By: Joan Manke, Its Executive Secretary

Dated: 1/29, 2008

'Ōlelo Community Television

  
By: Keali'i S. Lopez, Its President and Ceo

Dated: 2/5, 2008